

**CONTRACT #2**  
**RFS # 331.11-004**

**Department of Education**

**VENDOR:**  
**Public Consulting Group, Inc.**

**REQUEST: NON-COMPETITIVE AMENDMENT****RECEIVED**

MAR 08 2005

**FISCAL REVIEW****APPROVED****Commissioner of Finance & Administration****Date:**

<b>RFS #</b>	331.11-004-04		
<b>SERVICE :</b>	Statewide Student Management Software		
<b>CONTRACT #</b>	FA-04-15804-00	<b>PROPOSED AMENDMENT #</b>	1
<b>CONTRACTOR :</b>	Public Consulting Group, Inc.		
<b>CURRENT MAXIMUM LIABILITY :</b>	\$15,909,310		
<b>START DATE :</b>	1-1-04 (Amendment effective date May 05)		
<b>CURRENT END DATE</b> (including all options to extend) :	6-30-08		
<b>MAXIMUM COST WITH PROPOSED AMENDMENT</b> (including all options to extend) :	\$16,908,310 (\$333,000 per year for three years)		
<b>END DATE WITH PROPOSED AMENDMENT</b> (including all options to extend) :	6-30-08		
<b>APPROVAL CRITERIA</b> (select one) :			
<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state			
<input type="checkbox"/> only one uniquely qualified service provider able to provide the service			
<b>ATTACHED DOCUMENTATION :</b> (attach a written request on agency letterhead, signed and dated by the ACTUAL procuring agency head (signature by an authorized signatory will be accepted only in documented exigent circumstances); the request must reference the item numbers below and detail or attach documentation of each)			
1) description of the proposed additional service and amendment effects;			
2) explanation of need for the proposed amendment;			
3) name and address of contractor's principal owner(s) (not required if proposed contractor is a state education institution);			
4) documentation of OIR endorsement of the subject procurement request (required only if the service involves information technology);			
5) documentation of Department of Personnel endorsement of the subject procurement request (required only if the service involves training for state employees);			
6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation); and			
7) justification of why the state should approve a Non-Competitive amendment.			

**DRAFT CONTRACT SUMMARY SHEET**

<b>RFS Number:</b>	331.11-004-04	<b>Contract Number:</b>	FA-04-15804-01
<b>State Agency:</b>	Department of Education	<b>Division:</b>	Technology
<b>Contractor</b>		<b>Contractor Identification Number</b>	
Public Consulting Group, Inc.		<input checked="" type="checkbox"/> V- <input type="checkbox"/> C-	04-2942913

**Service Description**

Statewide Student Management Software

<b>Contract Begin Date</b>	<b>Contract End Date</b>
January 1, 2004	June 30, 2008

<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>
331.11	730	83	25	on STARS		

FY	State Funds	Federal Funds	Interdepartmental Funds	Other Funding	Total Contract Amount include ALL amendments
04	\$2,612,210				\$2,612,210
05	\$4,779,550				\$4,779,550
06	\$4,499,330				\$4,499,330
07	\$3,656,020				\$3,656,020
08	\$1,361,200				\$1,361,200
<b>Total</b>	\$16,908,310		\$0.00	\$0.00	\$16,908,310

<b>CFDA Number:</b>		<b>Check the box (below) ONLY if the answer is YES</b>
<b>State Fiscal Contact</b>		<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>
<b>Name:</b>	John Sharp	<b>Is the Contractor a VENDOR? (per OMB A-133)</b>
<b>Address:</b>	Andrew Johnson Tower, 6th Floor	<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>
<b>Phone:</b>	615-532-1658	<b>Is the Contractor on STARS?</b>
<b>Procuring Agency Budget Officer Signature</b>		<b>Is the Contractor's FORM W-9 ATTACHED?</b>
		<b>Is the Contractors Form W-9 Filed with Accounts?</b>

**COMPLETE FOR ALL AMENDMENTS (only)**

	<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>
<b>End Date &gt;</b>	6/30/08	6/30/08
<b>FY</b> 04	\$2,612,210	
<b>FY</b> 05	\$4,446,550	
<b>FY</b> 06	\$4,166,330	\$333,000.00
<b>FY</b> 07	\$3,323,020	\$333,000.00
<b>FY</b> 08	\$1,361,200	\$333,000.00
<b>FY</b>		
<b>Totals:</b>	\$15,909,310.00	\$999,000.00

**Funding Certification**  
 Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred.

# DRAFT

## AMENDMENT 1 TO CONTRACT FA-04-15804-00

This CONTRACT, by and between the State of Tennessee, Department of Education, hereinafter referred to as the State, and Public Consulting Group, Inc., hereinafter referred to as the CONTRACTOR, is hereby amended as follows:

1. Add the following as Section A.27 and renumber any subsequent sections as necessary:

A.27 Starting around May 2005, the contractor will provide changes to its EasyIEP to replace SESIMIS (Special Education Student Information Management System) in the State of Tennessee. EasyIEP will become the single reporting tool for all special education reporting across the state and will provide a standardized reporting tool to collect valid and reliable data for all school districts.

All districts will use EasyIEP as a standardized reporting tool for all special education census and options data. This will result in more valid and reliable data for reporting and calculating funding. User tasks will become more standardized across school districts, leading to greater ease and economies of training and support.

Because 114 of the 136 school districts are now using or are scheduled to begin using the EasyIEP Writer to develop and maintain their IEP documents for special education students,

The Department of Education will have access to all special education data in one consistent data base.

Special Education data will be collected from non-SSMS districts in the state by two means. One collection method is a modified Easy IEP web-based interface to directly collect data entered by district staff. Most small to medium size districts that are not presently participating in SSMS will use this approach.

The second collection method offers an automated batch process to import district extract files from larger districts who have the programming and data processing capability to produce extract files to a specification. These district extract files will be imported into and reside in an EasyIEP data structure via a specialized import process. Large districts, such as Davidson and Memphis, will use this approach

2. Delete the first paragraph of clause E.1. and replace it with the following:

E.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Sixteen Million Nine Hundred Eight Thousand Three Hundred Ten Dollars (\$16,908,310). The Service Rates in Section E.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

3. Add the following to Section E.3

Three annual payments to the Contractor:

\$333,000.000 per year

The other terms and conditions of this CONTRACT not amended hereby shall remain in full force and effect.

[CONTRACTOR/GRANTEE LEGAL ENTITY NAME]:

---

[NAME AND TITLE]

Date

DEPARTMENT OF EDUCATION:

---

Lana C. Seivers, Commissioner

Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

---

M.D. Goetz Jr., Commissioner

Date

COMPTROLLER OF THE TREASURY:

---

John G. Morgan, Comptroller of the Treasury

Date



STATE OF TENNESSEE  
**DEPARTMENT OF EDUCATION**  
6<sup>th</sup> FLOOR, ANDREW JOHNSON TOWER  
710 JAMES ROBERTSON PARKWAY  
NASHVILLE, TN 37243-0375

**PHIL BREDESEN**  
GOVERNOR

**LANA C. SEIVERS, Ed.D.**  
COMMISSIONER

**TO:** M.D. Goetz, Jr., Commissioner  
Department of Finance and Administration

**FROM:** Lana C. Seivers

**DATE:** March 4, 2005

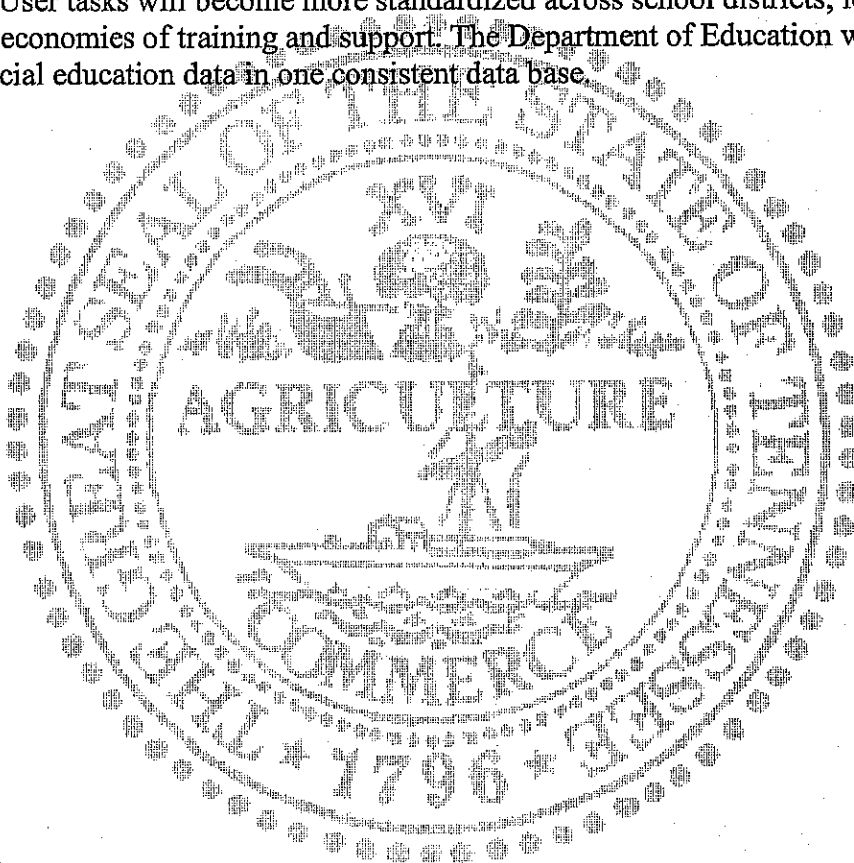
**SUBJECT:** Request for a non-competitive amendment with Public Consulting Group, Inc. for an EasyIEP Reporter (SESIMS Replacement).

1. Approximately 70% of the school districts in the State of Tennessee use the Special Education Student Information System (SESIMS) tool to report special education census and options. The SESIMS contract will terminate on June 30, 2005. The EasyIEP Reporter will replace the SESIMS tool as the conduit for reporting purposes. It will also become the single reporting tool for all special education reporting across the state.
2. The Department of Education has experienced difficulty in obtaining accurate and timely reporting of special education census and options information for larger school districts. Since this reporting has a substantial impact on calculating funding through the Basic Education Program, it is imperative that the Department have a standardized reporting tool in place to collect valid and reliable data for all school districts.

The EasyIEP Reporter will become the standard reporting tool for all special education census and options data for all school districts. An interface will be developed for reporting data from all special education tools currently used across the state to develop Individualized Education Programs (IEP) documents.

3. William S. Mosakowski, President  
Public Consulting Group, Inc.  
148 State Street, Tenth Floor  
Boston, MA 02109
4. Pending (submitted to OIR on 3-5-05)
5. NA

6. Because 114 of the 136 school districts are now using or are scheduled to begin using the EasyIEP Writer to develop and maintain their IEP documents for special education students, the use of the EasyIEP Reporter as a standardized reporting tool to replace the SESIMS product is appropriate. The difficulties encountered with data collection, validity, and reliability in the past using other products makes the use of EasyIEP Reporter to standardize reporting more reasonable than procuring another product.
7. All districts will be using a standardized reporting tool for all special education census and options data. This will result in more valid and reliable data for reporting and calculating funding. User tasks will become more standardized across school districts, leading to greater ease and economies of training and support. The Department of Education will have access to all special education data in one consistent data base.





# CONTRACT SUMMARY SHEET

<b>RFS Number:</b>		331.114-004		<b>Contract Number:</b>		FA-04-15804-00	
<b>State Agency:</b>		Department of Education		<b>Division:</b>		Technology	
<b>Contractor</b>				<b>Contractor Identification Number</b>			
Public Consulting Group, Inc.				x	V-	04-2942913	
					C-		
<b>Service Description</b>							
Statewide Student Management Software							
<b>Contract Begin Date</b>				<b>Contract End Date</b>			
January 1, 2004				June 30, 2008			
<b>Allotment Code</b>	<b>Cost Center</b>	<b>Object Code</b>	<b>Fund</b>	<b>Grant</b>	<b>Grant Code</b>	<b>Subgrant Code</b>	
331.11	730	83	25	on STARS			
<b>FY</b>	<b>State Funds</b>	<b>Federal Funds</b>	<b>Interdepartmental Funds</b>	<b>Other Funding</b>	<b>Total Contract Amount include ALL amendments</b>		
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05	\$4,446,550				\$4,446,550		
06	\$4,166,330				\$4,166,330		
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08	\$1,361,200				\$1,361,200		
<b>Total:</b>	\$15,909,310		\$0.00	\$0.00	\$15,909,310		
<b>CFDA Number:</b>				<b>Check the box (below) ONLY if the answer is YES:</b>			
<b>State Fiscal Contact</b>				<b>Is the Contractor a SUBRECIPIENT? (per OMB A-133)</b>			
<b>Name:</b>	Lisa Cothron			<b>Is the Contractor a VENDOR? (per OMB A-133)</b>			
<b>Address:</b>	Andrew Johnson Tower, 7th Floor			<b>Is the Fiscal Year Funding STRICTLY LIMITED?</b>			
<b>Phone:</b>	615-532-2818			<b>Is the Contractor on STARS?</b>			
<b>Procuring Agency Budget Officer Signature</b>				<b>Is the Contractor's FORM W-9 ATTACHED?</b>			
				<b>Is the Contractor's Form W-9 Filled with Accounts?</b>			
				<b>Funding Certification</b>			
				Pursuant to T.C.A., Section 9-6-113, I, M. D. Goetz, Jr., Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is not otherwise encumbered to pay obligations previously incurred. 031604			
<b>COMPLETE FOR ALL AMENDMENTS (only)</b>							
		<b>Base Contract &amp; Prior Amendments</b>	<b>This Amendment ONLY</b>				
<b>End Date &gt;</b>							
<b>FY:</b>							
<b>FY:</b>							
<b>FY:</b>							
<b>FY:</b>							
<b>FY:</b>							
<b>FY:</b>							
<b>Totals:</b>		\$0.00	\$0.00				

## REQUEST: NON-COMPETITIVE AMENDMENT

RECEIVED

MAR 04 2005

FISCAL REVIEW

APPROVED

Commissioner of Finance &amp; Administration

Date:

RFS #	331.11-004-04		
SERVICE :	Statewide Student Management Software		
CONTRACT #	FA-04-15804-00	PROPOSED AMENDMENT #	1
CONTRACTOR :	Public Consulting Group, Inc.		
CURRENT MAXIMUM LIABILITY :	\$15,909,310		
START DATE :	1-1-04		
CURRENT END DATE (including all options to extend) :	6-30-08		
MAXIMUM COST <u>WITH</u> PROPOSED AMENDMENT (including all options to extend) :	\$16,242,310 (adding \$333,000)		
END DATE <u>WITH</u> PROPOSED AMENDMENT (including all options to extend) :	6-30-08		
APPROVAL CRITERIA (select one) :			
<input checked="" type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state			
<input type="checkbox"/> only one uniquely qualified service provider able to provide the service			
<b>ATTACHED DOCUMENTATION :</b> (attach a written request on agency letterhead, signed and dated by the ACTUAL procuring agency head (signature by an authorized signatory will be accepted only in documented exigent circumstances); the request must reference the item numbers below and detail or attach documentation of each)			
1) description of the proposed additional service and amendment effects;			
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5) documentation of Department of Personnel endorsement of the subject procurement request (required only if the service involves training for state employees);			
6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives (rather than to use non-competitive negotiation); and			
7) justification of why the state should approve a Non-Competitive amendment.			

**CONTRACT  
BETWEEN THE STATE OF TENNESSEE,  
DEPARTMENT OF EDUCATION  
AND  
PUBLIC CONSULTING GROUP, INC.**

This Contract, by and between the State of Tennessee, Department of Education, hereinafter referred to as the "State" and Public Consulting Group, Inc., hereinafter referred to as the "Contractor," is for the provision of Statewide Student Management Software, as further defined in the "SCOPE OF SERVICES

The Contractor is a for-profit corporation.

The Contractor's address is:

148 State Street, Tenth Floor  
Boston MA 02109

The Contractor's place of incorporation or organization is Massachusetts.

**A. SCOPE OF SERVICES:**

**SSMS FUNCTIONAL REQUIREMENTS**

- |           |   |
|-----------|---|
| <b>A.</b> | <b>Functionality</b>                            |
| A.1       | General   |
| A.2       | Security  |
| A.3       | District Calendars                              |
| A.4       | School Calendars                                |
| A.5       | Student Demographics                            |
| A.6       | Enrollment/Transfer/Withdrawal                  |
| A.7       | Master Scheduling Pre-registration and Tallying |
| A.8       | Master Schedule Building                        |
| A.9       | Master Scheduling Student Assignment            |
| A.10      | Master Scheduling Finalize Schedule             |
| A.11      | Attendance                                      |
| A.12      | Grades  |
| A.13      | Graduation Requirement                          |
| A.14      | Testing/Assessment                              |
| A.15      | Discipline                                      |
| A.16      | Transportation                                  |
| A.17      | Health  |
| A.18      | Exceptional Student Education (ESE)             |
| A.19      | Language Services (ELL/Alternative Language)    |
| A.20      | Special Services                                |
| A.21      | Faculty   |

- A.22 Counseling
- A.23 Adult and Community Education
- A.24 Student Activity Fund and Other Fees
- A.25 Standard Reporting Requirements
- A.26 Ad-Hoc Query Requirements

#### **B. Implementation/Training/Support**

- B.1 Data Conversion
- B.2 Implementation
- B.3 Training
- B.4 On-Site Support
- B.5 Documentation

#### **C. Project Schedule**

### **SECTION A: SCOPE OF SERVICES AND DELIVERABLES (FUNCTIONALITY)**

This section describes the services and deliverables for the Statewide Student Management software that will be utilized by the Department of Education and the local school districts of Tennessee. Following are the different categories of functionality that must be present in the software and a detailed description of the requirements for each category.

#### **A.1 General**

This category gives a description of the general requirements of the Statewide Student Management software including the ability to interface with the current Education Information System. Also covered are other functions including error messages and query tools. The functionality for this category is as follows:

- a. Allow SDE to produce extract files to update the EIS system with all additions, deletions, and changes to meet Tennessee State Department of Education requirement (*See EIS Manual at [www.state.tn.us/education/sm\\_menu.htm](http://www.state.tn.us/education/sm_menu.htm)*).
- b. User-friendly (i.e. Graphical User Interface)
- c. Ability to set up user-defined fields for all areas
- d. During data entry, ensure that all mandatory data items are captured and prevent acceptance of inconsistent or invalid data
- e. During data entry, provide drop down menus or user defined selection lists
- f. During data entry, provide users the ability to default values
- g. Display a meaningful error message when system errors or/and data entry errors are detected

- h. Ability to interface with SDE directory (licensure database)
- i. Maintain SDE defined years of data online. (i.e. users are able to access and modify previous years' data)
- j. Query on any field in the SIS database (Discover)
- k. Ability to perform search and sort on any and all data. To include single or combination item
  - a. search and sort and the ability to use a wild card search.
- l. Compatible with Macintosh OS 8.1 or higher running Internet Explorer 5.0 or higher and Windows NT 4.0 or higher running Internet Explorer 5.5 or higher.
- m. The application must be a state-level centralized web-based system that can support all 136 school districts on a single database. No workstation client software or code, other than the browser, should be required to run the application. The application and the database must each reside on a separate server. The application and database servers can run in either a Windows or a Unix environment.
- n. The application must be designed to provide data redundancy through mirroring the application and data at a backup location.
- o. Monitoring and tuning of database and application performance and response time must be provided to ensure network and server capacity are efficiently utilized.

## **A.2 Security**

This category gives a description of the security features of the Statewide Student Management software including setting up of user groups and data encryption that adheres to the current Tennessee Information Resources Architecture. The security functionality in this section is as follows:

- a. Provide multiple access level by fields, data value and type of information. (Levels are to be determined by LEAs)
- b. Ability for each LEA to have a security administrator responsible for maintaining field level security.
- c. User authentication will be by user-id and password, assigned by LEA security administrator. LEA security administrators will be assigned by State security administrator.
- d. Provide users the ability to export data in .xls or comma delimited .txt files.
- e. Fully encrypt all data sent via internet using 128 bit secure socket layer per the current Tennessee Information Resources Architecture.
- f. Maintains an audit trail or change history (i.e. who, when and what).

- g. Allow the districts the ability to define their own user groups for security purposes, i.e. Special Education group only are allowed to view student special ed information, Vocational Education group only are allowed to view vocational ed student information.
- h. Automatic logoff after predetermined amount of time where there is no activity.

### **A.3 District Calendars**

This category describes the Statewide Student Management software's functionality for district calendars including calendar requirements and modifications. The functionality for the category is as follows:

- a. Allows for district to have multiple active district calendars
- b. Applies rules and provides edits to meet SDE district calendar requirements. (See *EIS Manual* at [www.state.tn.us/education/sm\\_menu.htm](http://www.state.tn.us/education/sm_menu.htm) ).
- c. Allows for modifications to district calendars
- d. Ability for districts/schools to flag any or all district calendar record types by calendar number to be extracted for upload to EIS even when no changes have been made to the district calendar
- e. Allow only valid events (EIS Manual, Appendix A – Calendar Event/Designated Day Types)
- f. Edit for a minimum of 180 student days
- g. Edit for a minimum of 200 calendar days
- h. Edit for a minimum of 10 teacher vacation days
- i. Edit for a minimum of 5 in-service/in-service optional days
- j. Edit for a minimum of 1 teacher/parent conference days
- k. Edit for a maximum of 4 discretionary days
- l. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather)
- m. Produce the 200 Day Accountability report by district calendar
- n. Query showing the 200 Day Accountability data with calendar event details by district calendar

### **A.4 School Calendars**

This category describes the functionality for school calendars including calendar requirements and modifications. The functionality for this category is as follows:

- a. Allows for a school to have multiple active school calendars (instructional program)
- b. Create school calendar from a district calendar
- c. Allows for modification to school calendar
- d. Applies rules and provides edits to meet SDE school calendar requirements. (See *EIS Manual* at [www.state.tn.us/education/sm\\_menu.htm](http://www.state.tn.us/education/sm_menu.htm) ).
- e. Ability for districts/schools to flag any or all school calendar record types by school calendar number to be extracted for upload to EIS even when no changes have been made to the school calendar
- f. Edit for a minimum of 180 student days
- g. Edit for a minimum of 200 calendar days
- h. Edit for a minimum of 10 teacher vacation days
- i. Edit for a minimum of 5 in-service/in-service optional days
- j. Edit for a minimum of 1 teacher/parent conference days
- k. Edit for a maximum of 4 discretionary days
- l. Edit for a maximum of 13 stockpile days (total of professional development and inclement weather)
- m. Do not allow a individual school to indicate stockpile professional development option if the district stockpiles professional development (this option is only if the district does not stockpile professional development)
- n. Create 9 funding periods for reporting to SDE (each funding period should contain 20 instructional days)
- o. Adjust funding period begin and end dates for changes to calendar, periods 1-8 must have 20 days, period 9 may be reduced for valid changes
- p. Produce the 200 Day Accountability report by school calendar
- q. Query showing the 200 Day Accountability data with school event details and the begin and end dates by funding period by district calendar
- r. Ability to define and utilize multiple time intervals for reporting (i.e. daily, month-to-date, month-end, quarterly, year-to-date, annually, working days, semester, weekly).

## **A.5 Student Demographics**

This category describes the functionality of the Statewide Student Management software pertaining to student information. Included in this section are student classifications and student historical information. The functionality for this section is:

- a. Student Demographic Data
  - Full student name (first name, middle name, last name, suffix)
  - Student nickname
  - Social Security Number (required unless Student PIN is provided)
  - Student PIN (should only be used if Social Security Number is not available and then it is required)
  - Gender, Date of Birth, Birthplace, multiple birth
  - Home Language
  - Ethnicity
- b. Student previous Social Security Number
- c. Student previous name (first name, last name)
- d. Student Previous PIN
- e. Ability to determine number of days enrolled during 20-day period, number of days attended in 20-day period
- f. Title 1 instruction being administered, title 1 support services being offered
- g. Preferred language of communication
- h. Track student's "living with" information
  - Add multiple addresses for student, parents, or/and guardians
  - Parent/guardian/contact relationship code
  - Parent/Guardian/Contact Title
  - Address type (i.e., residential and mailing)
  - Ward of State Indicator
- i. Separate home, work, fax, pager, cell and emergency telephone number for each contact and the contact's preferred method of communication
  - Track student's emergency contact, family doctors, joint custody and homelessness
  - Email of each contact
  - Flag for parent/guardian not having rights to see student (restraining order, parent pickup rights)
- j. Track whether a student's parents have invoked their right to keep student information private (Privacy Status)
- k. Track information (type of services to be received) for students with 504 plan
- l. Allow student to have multiple current classifications and maintain classification history with begin and end dates for the school year
- m. Maintain student standard day and history including begin and end dates for each student standard day



- n. Maintain student history for a SDE defined number of years after graduation
- o. Track Homeroom
- p. Refusal to release Social Security number indicator (Note use of SSN or student ID number)
- q. Track program of Study
- r. Section 504 start date, end date, and accommodation fields (codes)
- s. Student membership information
  - Book Assignment (Include textbook indicator for lost, returned or damaged books)
  - Locker assignment
  - Parking eligibility and decal number
  - Off-Campus lunch eligibility
  - Parental consent for student Internet access
  - Sports participation (report to State)
- t. Scholarship Data
  - Merit Scholar
  - Academic scholar
  - Gold Seal Recipient
  - National Merit/Achievement/Hispanic Scholar
- u. Provide flags for special student circumstances (e.g., medical alert, guardian alerts)
- v. Allow for student to be flagged as ineligible for funding, and maintain history of status
- w. Track student grade assignment and maintain history with grade begin and end dates for school year
- x. Ability for districts/schools to flag any or all student record types by student Social Security Number or PIN Number to be extracted for upload to EIS even when no changes have been Made to the student's data
- y. Do not allow both a student SSN and PIN number but do allow PIN number to be changed to SSN at a future date
- z. Ability to add user-defined fields for student demographics
- aa. Report showing Student Demographic Information
- bb. Generate student reports to multiple parents with different mailing addresses
- cc. Report of Students by Last Name

- dd. Report of Students by Gender
- ee. Report of Students by Student ID
- ff. Report of Students by Town/Country Code
- gg. Report of Students – Parent/Guardian
- hh. Report of Students – Telephone
- ii. Report of Household Addresses by Student
- jj. Report of Student List by Billing Household
- kk. Student List by Residence Household
- ll. Student Ethnic/Race Report by Ethnic/Race Code
- mm. Student Ethnic Race Report by Student
- nn. Ethnic Tallies by Grade
- oo. Address List Sorted by Street
- pp. Alpha List All Students Sorted by Grade Level
- qq. Alpha List by Guidance Counselor
- rr. Birthday List by Specified Month
- ss. Report of Ethnic Breakdown by Grade
- tt. Report on ethnic distribution
- uu. Students Standard Data Report
- vv. Student Address Labels
- ww. Student Parking Sticker Report
- xx. Emergency Contacts by Student Report
- yy. Student Locker Listing

## **A.6 Enrollment/Transfer/Withdrawal**

This category involves the enrollment, transfer and withdrawal of students. The functionality for this section includes the ability to roll student data forward from previous school years and how to handle reenrollment of students. The functionality for this category is as follows:

- a. Allow for students with dual enrollments, home school and service school for students receiving services outside of their home school
- b. Roll student's demographic data from previous school year to the new school year and generate a "E" enrollment on first day of attendance for all returning students at their designated normal progression school (will not roll data at former school)
- c. Ability for districts/schools to select fields to be rolled over from previous year
- d. Permit a student enrolled as an "E" on the first day of attendance to be withdrawn on first day of attendance
- e. Track student's school assignment, grade, reason for entry, assignment date, homeroom etc.
- f. Track services for students at more than one school, student taking classes at school other than home school (service school enrollment)
- g. Warn or lock out enrollment of a student with active suspension or expulsion
- h. Support automatic grade promotion process (i.e. from 4th grade to 5th grade) unless specifically marked in system to hold student back or student failed to fulfill requirements for next grade level.
- i. Able to produce enrollment package (e.g. demographic information, class schedule)
- j. Report on primary school and additional school
- k. Transfer student record from one school to another within the district. Carry forward user-defined information (ethnicity etc.) when a student is transferred from one school to another within the district
- l. Track student withdrawal information (e.g. withdrawal reasons, withdrawal dates, comments etc.)
- m. Cancel student withdrawal
- n. Reassign classes to student upon re-enrollment during the same school year
- o. System should not allow student PIN Numbers to be re-assigned, assigned to more than one student.
- p. Check transfer records for immunization and health record flags
- q. Check student information to ensure the student is not already actively enrolled (using name, SSN or PIN) at another school statewide

- r. Ability to print list of transfer students
- s. Enrollment/Transfer/Withdrawal Reporting
  - New Student Enrollment Report
  - Students Dropped from Enrollment Report
  - Student Re-entered Report
  - Report on inactive students showing their withdrawal information
  - Enrollment Codes Report
  - Report on active students for a user specified time range
  - Report on students withdrawn during a user specified time range by withdrawal codes
  - Report on enrollment counts by enrollment codes
  - Report on currently active students by school
  - Re-entry Codes Report
  - Withdrawal Codes Report
  - Report of Age in Grade Level

## **A.7 Master Scheduling Pre-registration and Tallying**

This category describes the functionality for master scheduling pre-registration including course catalogs. The functionality for this category is:

- a. Maintain centralized District Course Catalog (i.e. all class offerings district wide in a centralized catalog).
- b. Maintain credit weight by course in the District Course Catalog
- c. Maintain whether a course can be taken pass/no pass in the District Course Catalog.
- d. Add and inactivate courses from District Course Catalog.
- e. Maintain Local Course Catalog by school
- f. Ability to add special courses which are not published but are in approved table for the school or District
- g. Add and remove courses from Local Course Catalog by selecting and deselecting from District Course Catalog
- h. Specify whether a course is offered in fall, spring, summer or a combination of the three
- i. Specify whether a course is contained in the college core curriculum at the State, district and school level.
- j. Produce a course roster report
- k. Allow each individual school to flag those courses in their Local Course Catalog which are available to all students district-wide (rather than available only to students within that school).

- l. Produce personalized list of suggested course election for a student based on the course offerings, student's graduation requirements, student's special needs (e.g. Individual Education Plan, Bilingual/ELL etc.), credits earned on the student's transcript, and student's current schedule. The suggested course election should list only those courses available to the individual student. For areas where the student can choose between multiple courses, each course should be listed.
- m. Provide for global course change/add/delete/replace on the suggested course elections based on global searches. The system should allow the user to select a group of students and make changes to the suggested course elections for all students within the selected group.
- n. Specify student preferences for alternative electives (i.e. during scheduling; the system will attempt to schedule student with his or her first choice elective, but if not possible attempt to schedule for his or her second choice etc)
- o. Produce warning message when the user attempts to elect a course for a student that the student has already passed, even if the student passed only one semester of a two-semester course.
- p. Produce warning message when the user attempts to elect a course for a student that the student is currently taking.
- q. Produce warning message when the user attempts to elect a course for a student that the student is ineligible to take or is missing prerequisite(s).
- r. Identify whether a course request on a student's course election requires special Ed service. The system will use this data to determine how many Special Ed sections are required and to schedule the student into a Special Ed section.
- s. Identify for each course request on a student's course election whether the student requires bilingual/ELL/alternative instruction. The system will use this data to determine how many bilingual/ELL/alternative instruction sections are required and to schedule the student into the appropriate section.
- t. Ability to create a 4-year plan for student scheduling (University Track)
- u. Provide online tally report to show the total number of course requests for each course updated real-time. Provide drill-down capability from the tally into the course elections that make up the tally.
- v. Automatically determine # of courses and sections required, based on course election.

## **A.8 Master Scheduling Build**

This category gives a description of the ability of the Statewide Student Management software to build a master schedule. Included is the ability to maintain multiple calendars and different kinds of calendars for a school. Block scheduling is also covered under this category. The functionality for this category is:

- a. Maintain a list of schools and related data (e.g. school ID, address etc.)

- b. Maintain multiple school calendars for a school.
- c. Support different kinds of school calendars (including: 9 weeks, quarters, trimesters, and semesters, year-round).
- d. Support different numbers of periods per day and week (i.e. 4 periods/day, 8 periods/day, rotating schedules etc.) The system should allow the user to define start and end times for periods by school calendars
- e. Ability to schedule lunch period.
- f. Allow for multiple class period durations at a school.
- g. Set a maximum size parameter for each section of a course.
- h. Maintain a list of rooms by school related room information (type of room)
- i. Set a maximum size parameter for each room. The system should not exceed the lesser of either the room maximum or the section maximum.
- j. Specify bilingual/ELL/Alternative language sections and the language of instruction for K-12
- k. Specify special Ed sections (i.e. types of special Ed service).
- l. Ability to specify special Ed course codes with multiple grade levels
- m. Set maximum number of subjects each teacher can teach. Each teacher can teach a predetermined number of classes. The system should allow the user to define on a teacher-by-teacher basis how many classes each teacher can teach.
- n. Assign teachers to specific courses based on endorsements/certifications.
- o. Assign teachers to specific sections based on endorsements/certifications. (e.g. bilingual, ELL sections)
- p. Assign multiple teachers to one section (i.e. team teaching). For example, an English I section may have an English teacher and a Special Ed teacher. The system should show both teachers on the master schedule and on the student programs.
- q. Specify valid periods by courses or by section if applicable. Some periods defined in the system are only valid with certain courses. System must allow user to note what periods are valid with each course or section. If no values are assigned, the system should assume that the course could be taught during any period. This includes assigning valid lunch periods.
- r. Roll-over master schedule from previous year and make modifications if appropriate
- s. Specify non-instructional teacher periods (preparation, counseling, duties) by teacher by school.
- t. Facilitate block (multiple-period class meetings) scheduling. (i.e.. an English class might meet for two consecutive periods on Monday and Wednesday and Math class for two consecutive

periods on Tuesday and Thursday rather than for a single period each day. For Fridays the blocked classes may meet one period each or meet alternating weeks for two periods each week) the system should support multiple period classes up to at least four consecutive periods as well as non-consecutive periods. The system should allow the user to specify which days in the cycle that the sections will meet.

- u. Facilitate block scheduling (e.g. combining multiple number of x weeks sub-courses to make a semester or a year-long course where students in each sub-courses will rotate around - two semester courses such as Government and Health are blocked together to make a year-long course for scheduling purpose).
- v. Facilitate scheduling for teams or family style teaching (students from the same team receives teaching from the same group of teachers for core classes. For electives, students are able to receive teaching from non-team teachers)
- w. Assign teachers to teams for family style teaching. If teachers are assigned to a team, the system is able to recognize the team and is able to give the teachers in that team a common prep period for planning purposes.
- x. Compare the number of course requests to seats provided on the master schedule (as determined by the total sections multiplied by the maximum number of seats per section).
- y. Allow user to perform "what-if" analysis by running the master schedule builder multiple times, changing parameters each time. The system should save each master schedule and allow the user to choose which one to use as the master.
- z. Sort master schedule according to any of the fields on the master schedule. Users should be able to print the master schedule according to how they have sorted it (i.e. type of credit, teacher, or students).
- aa. Display district and school master course summaries

## **A.9 Master Scheduling Student Assignment**

This category describes the software functionality pertaining to assignment of students to the master schedule. It includes priorities for scheduling of students and handling of scheduling conflicts. The functionality for this category is:

- a. Prioritize students for scheduling based upon a random algorithm. System should not prioritize students according to name or ID.
- b. Ability to prioritize scheduling of students based on graduation requirements.
- c. System will allow scheduling priorities to be set based upon user defined criteria, including: grade level, graduation requirements, special course requirements, and predecessor course requirements.
- d. Assign students to particular sections.
- e. Assign students to a specific teacher on a teaching team.

- f. Freeze certain sections or courses during the master schedule build process
- g. Manually close a section so that no students can be scheduled into that section.
- h. Provide mechanism to increase the likelihood that a section will fill (increase its priority).
- i. Allow for pullout classes of different lengths than the standard duration, or the ability to change the class duration.
- j. Support section leveling equity based on number of students, gender, ethnicity, special Ed, etc.
- k. Ability to notify the student's home school of summer school grades and graduations.
- l. Treat students with "open" periods as irresolvable conflicts
- m. Allow the option of exceeding section maximums when this is the only way to avoid an irresolvable conflict. The system should allow the user to specify by how many or by percentage the system can exceed the section maximum. The system should issue an online warning that can be overridden when this occurs. In contrast with the requirement that prevents section maximums from being exceeded during the proof and final runs, this requirement exists to ensure that a schedule can be produced for a student under any circumstances once school starts.
- n. Provide an on-screen report indicating section size maximum, seats filled, and seats remaining by section.
- o. Produce an on-screen conflict matrix without printing a report. The system should also allow the user to drill down into the count to see the names of each student requesting the conflicting courses.
- p. Provide conflict matrix of each student with irresolvable conflicts, indicating all courses elected and corresponding master schedule class possibilities, and flag master schedule classes that are filled.
- q. Roll data for next year's scheduling purposes and ability to update new or changed data. Ability to delete students who withdraw prior to the last day of school from the rolled data.
- r. Allow minute by minute scheduling of students.
- s. See open classrooms information for each period online (i.e. classrooms unoccupied, number of seats open in each period, etc.)
- t. See on-screen and print report by room number of all sections scheduled into each room on the master schedule. For combined sections, both sections should be printed.
- u. Provide online, real-time access to all queries and reports related to master scheduling at each school (i.e. individual schools should be able to run master schedule build and print schedule master at own sites).
- v. Assign book to courses (i.e., title of text adopted for course)



## **A.10 Master Scheduling Finalize Schedule**

This category describes how the Statewide Student Management software will finalize the master schedule. Topics included in this category are layouts of student schedules and the handling of student schedule changes. The functionality for this category is:

- a. Purge all versions of the master schedule except for the one used for final run (i.e. keeping "what if" queries and revert to a prior version if newer scenario does not produce better success percentage)
- b. Custom design layout of the student schedules, detailing the courses and sections each student will be taking for each period per cycle day.
- c. Custom design layout of the teacher schedules, detailing the courses and sections each teacher will be teaching for each period per cycle day.
- d. Produce class rosters based on subject, course, teacher, or student language category
- e. Report on those students who are enrolled at a school without valid schedules.
- f. Provide for global course change/add/delete/replace on student schedules based on global searches. The system should allow the user to select a group of students and make changes to the student schedules for all students within the selected group.
- g. Maintain an audit trail/change log that specifies the timestamp, user, and program when changes are made to an individual student schedule. The system should also track reason for the change.
- h. Automatically remove the student from all of his/her scheduled classes and reduce the class sizes, as well as create teacher notifications when student is withdrawn from a school.
- i. Change teacher's grade and attendance books and class roster for both the old and the new course and section assignments when changing a course on a student schedule
- j. Recall the last valid schedule for a student if a student who transferred out of a school or was marked as No Show comes back to the school during the same school year. The system should allow the user to reschedule the student into those courses on the last valid schedule, if class size allows.
- k. Make available the schedule for the transfer student in the former school online for the new school to refer to when preparing the student's schedule in the new school, when both schools are in the same district.
- l. Check that minimum criteria (i.e. passing grade) for pre-requisite class is fulfilled before allowing enrollment to dependent class.
- m. Schedule "walk-in" or transfer students manually

- n. Weight Special Ed students when counting students in class size limit (i.e. SE student equals 1.5, 2.0, other user defined criteria)
- o. Ability to schedule before / after school classes (prior to 1<sup>st</sup> period or after last period)
- p. Ability to flag any or all class record types by local class number to be extracted for upload to EIS even when no changes have been made to the class data
- q. Student Schedule

## **A.11 Attendance**

This category includes the functionality of the software for attendance purposes. Included in this category are tracking of attendance and teacher roles pertaining to attendance. The functionality for this category is:

- a. Support different types of school calendars (i.e. quarters, trimesters, semesters, full-year)
- b. Support different numbers of periods per day and week (i.e. 4 periods/day, 8 periods/day, rotating schedules etc.) The system should allow the user to define start and end times for periods by school calendars.
- c. Take attendance by period-by-period, by half day (AM/PM) and by day.
- d. Allow for comments concerning attendance.
- e. Require teacher verification that attendance has been taken.
- f. Enter absences by teacher online
- g. Update attendance immediately. The system should allow reporting on attendance by the following period.
- h. Do not allow teachers to change attendance data once it has been submitted for the day.
- i. Ability to track attendance, period by period, from service school to primary school.
- j. Track absence type or reasons.
- k. Ability to generate a letter of absences to parents.
- l. Track tardy (excused, unexcused and time in).
- m. Ability to print 5/10 day letters automatically or manually (switch).
- n. Pre-excuse attendance (e.g. a student is away for extracurricular activity)
- o. Define student groups (for example - marching band members) for pre-excused attendance; be able to flag early dismissal for all members of the group.

- p. Maintain students' absence history. The system should allow the users to specify how much historical data needs to be maintained (i.e. at least two years etc.)
- q. Query Average Daily Membership by teacher, class, student or homeroom.
- r. Compute Average Daily Attendance Rate
  - If student attended school less than half day the student gets an absence, if student attended school half a day (3 hours 15 minutes) then the student gets full-day attendance.
  - Average Daily Attendance Rate = Attendance in Days by Student /district Enrollment Days.
- s. Compute Average Daily Membership - Average Daily Membership = Membership in Days by Student /district Enrollment Days.
- t. When a student transfers schools or courses, attendance information is still available.
- u. Flag students with different levels of attendance problems
- v. Track attendance records and history of students with different levels of attendance problems to social workers
- w. Ability for Districts to set up criteria for perfect attendance.
- x. Record information of students to Truancy Center (white card information)
- y. Maintain attendance totals historically by student
- z. Track early dismissal including reason and time dismissed
- aa. Track homebound students
- bb. Allow for Special Ed students to be fully serviced at another location other than the home school.
- cc. Ability to track total class minutes for a student that is in and out of school during the day to determine if he is considered present for the school day.
- dd. Automatically notify appropriate recipients when a student reaches a user-specified number of absence (e.g. 10 unexcused school days)
- ee. Generate Absence Letters based on a user-defined number of absences. (e.g. 10 unexcused school days)
- ff. Query students with more than user specified consecutive unexcused absent school days or periods
- gg. Report student attendance by teacher, student demographics, semester, language category, etc.

- hh. Notify Student Services when students under 18 are non-compliant with attendance policy
- ii. Notify Tenn. Dept of Safety (DoS) when students under 18 are non-compliant with attendance policy or passing grades are not achieved. Generate document/form for DoS.
- j. Notify Tenn. Dept of Safety when students under 18 are back in compliance with attendance policy or passing grades are achieved. Generate document/form for DoS.
- kk. Reports :
  - Absentees by Homeroom Report
  - Absentee Report
  - Phone Master Absentee Report
  - Student Attendance Report
  - Absentee Codes
  - Manual Attendance Roster
  - Students not in Attendance Report
  - Count of Students in First Period Classes Report
  - Actual Enrollment Count Sorted by Course Code and Period
  - Attendance: Perfect Attendance Report
  - Attendance: Excessive Absences Report
  - Attendance: End of Fourth Marking Period Report
  - Daily Attendance Report
  - Perfect Attendance Whole Year
  - Twenty Day Absentee Report
  - Twenty Day Attendance Report by First Period
  - Attendance All Classes Report

## **A.12 Grades**

This category describes the grading portion of the Statewide Student Management software. This category includes GPA calculations, identification of student courses, and student report cards. The functionality for this category is:

- a. Specify grades per class (i.e. numeric and alpha, Incomplete, Passing, No Grade, Withdrawn, etc.)
- b. Specify qualitative grades for Elementary students (i.e. observations).
- c. Specify Honors if applicable
- d. Specify Honor Roll requirements per grade level
- e. Identify Repeated Courses
- f. Identify all attempted courses
- g. Identify courses taken during Summer Sessions
- h. Specify and maintain transfer credit (i.e. credits earned from out of district schools).
- i. Provide a drop-down menu for selecting credit value of courses.
- j. Show the district and school from which transfer credits were accepted and include in the student's transcript.
- k. Allow the teacher class report to follow a student when assigned to another teacher.
- l. Provide multiple data entry tools for grade marking (e.g. online, bubble sheets, spreadsheets etc.)
- m. Ability to update grade book and submit when complete.
- n. Approved personnel can modify grades (for an active student, the student's current school is the keeper for the student record and for an inactive student, the student's most recently attended district school is the keeper of the student record).
- o. GPA Calculations
  - Specify calculation of semester GPA (i.e. semester GPA calculation is based on A=4, B=3, C=2, D=1 F=0) for regular classes and additional 0.2 honors differentials is added for each passed honor classes.
  - Specify calculation of cumulative GPA (i.e. GPA calculation is based on A=4, B=3, C=2, D=1, F=0) for regular classes and additional 0.2 honors differential is added for each passed honor's class. However only a maximum of 16 honor's classes can be counted towards the cumulative GPA calculation. Maximum cumulative (GPA is 4.4).
  - Ability to identify GPA scale to be used. (Long Avg., etc.)
  - Allow for GPA calculation using simple average (1-100 point scale).
  - Convert GPA from 100 point system to 4.0 point system.
  - Ability to specify rounding rules for GPA calculations.
  - Ability to exclude a course from a student's GPA by course number.
  - Calculate overall unweighted GPA using 4.0 point system.
  - Calculate unweighted GPA using 4.0 point system in the college core curriculum.

- p. Calculate semester class ranking based on semester GPA.
- q. Calculate cumulative class ranking based on cumulative GPA, earned credit and # of years in district
- r. Customize elementary report cards based on grade level
- s. Simple instructions for set-up and operation
- t. Allow teachers to input letter or numeric grades from the classroom
- u. Allow teachers to compute grade by points or percentages
- v. Allow teachers to determine the weight of individual assignments and/or categories
- w. Compile teacher grade analysis for individual assignments
- x. Allow teachers to use "S", "N" or check marks as performance standards
- y. Sort classes by name, gender, ethnicity, and student number
- z. Allow teachers the ability to work from school or home
- aa. Allow teacher to name each assignment individually
- bb. Allow teacher to mark an assignment as exempt for a particular student
- cc. Allow for extra credit
- dd. Ability to import and export data to and from district sources
- ee. Allow for additional comments:
  - Allow for individual comments that could provide continuous history of the child's academic progress
  - Additional comments from a user defined list
  - Allow additional room for comments about grades to be entered
- ff. Allow special grade codes (i.e. NB = No Book)
- gg. Allow flexibility to change grades, averages and drop grades
- hh. Allow flexibility on report card format and data
- ii. Ability to set sort flags for report card distribution
- jj. Flag notification of missing or incomplete grades

kk. Auto-fill grades, i.e. assign same grade to an entire class of students; be able to toggle on/off for auto-fill

ll. Query students who are below and above a user-specified GPA or grade by single or multiple criteria (i.e. grade level, teacher, subject, alphabetically, etc).

mm. Generate Student Reports

- Generate Progress Reports on-demand for one student or entire class of students.
- Generate Deficiency Reports on-demand for one student or entire class of students.
- Generate Grade Reports for user-specified grade reporting period (e.g. a grade report may include 9 week progress, final exam grade and final course grade )
- Generate reports for failing students in order to properly notify and verify with student's parents/guardians.
- Create grade reports by student and class for individual assignments
- Report of Students-GPA
- Grade Type Listing by Category
- Grade Type Listing by Type
- Grade Code List by Code
- Honor Roll Criteria Report
- Grade Verification Report
- Report of Students Missing Grades
- Alphabetic Honor Roll List
- Class Rank Report by Class
- Semester Grade Roster
- Tally of Grades by Instructor
- Transcript Reports
- Class Rank List Sorted by GPA Order
- Failure Letter Fourth Marking Period
- Failure Lists First Semester- Produce Report Cards
- Produce Report Card Verification Sheet

nn. Produce Transcript Labels

oo. Produce letters to the parent giving notification of courses the student is in danger of failing

pp. Produce Transcripts showing course, course location, subject, grade, credit, Honors, Repeated Course, Summer Session, class rank, cumulative GPA, semester GPA, earned credit, credit analysis and results by year (grade) by student. Print Unofficial Transcripts and Official Transcripts by student, by grade or by school.

qq. Produce Report Cards for Students

### **A.13 Graduation Requirement**

This category describes the graduation requirement functions that will be available in the Statewide Student Management software. This category includes the different diploma types and credit requirements. The functionality for this category is:

- a. Track whether a student graduated (Y, N, or blank), diploma received (Y or N), and future plans (i.e. 2-year college, 4-year, etc.)
- b. Specify overall credit requirements by subject by grade for graduation.
- c. Specify credit requirements by subject by grade.
- d. Maintain multiple versions of graduation requirements by school or by year.
- e. Specify a version of graduation requirements by student.
- f. Ability to specify diploma type by student (Regular, Special Education, GED).
- g. Default diploma type to Regular Diploma.
- h. Track early withdraw code vs. early withdraw for GED graduates.
- i. Specify calculation of total earned credits. (i.e. total earn credits calculation is based on the sum of the credit weighting for all applicable courses).
- j. Track student progress towards graduation (i.e. credit analysis - credit required, credit obtained and credit remaining).
- k. Track English and Spanish versions of Tennessee High School Competency Exam results (i.e. Composition, Language Arts, Reading, Mathematics, Social Studies, Science)
- l. Allow for individual course waivers
- m. Verify that credits and attendance are achieved in order to fulfill graduation or promotion requirement
- n. Create scholarship warnings Report
- o. Produce honor roll and Straight "A" letters
- p. Students by Degree Type Report
- q. Students by Graduation Year Report

#### **A.14 Testing/Assessment**

This category describes the testing and assessment functionality of the Statewide Student Management software. It includes importing of test results and testing and assessment history. The functionality for this category is:

- a. Import test results for tests including, but not limited to, TerraNova, Reading Assessment (English and Spanish), Writing Assessment, National Assessment of Education Progress (NAEP), High school Competency Exam, Gateway, et al.



- b. Gateway weighting to include verification that attendance and credits are achieved in order to fulfill promotion or graduation requirements.
- c. Ability to upload test results for TerraNova at State level, not at districts or schools.
- d. Ability to pull faculty and student data from SDE database for State testing.
- e. Track in-house developed tests
- f. Analyze improvement/progression for students and programs. The system should facilitate analysis for a single student, grade, school, cluster, program, or English proficiency category.
- g. Change as assessment requirements change (i.e. a new test is developed and results need to be tracked)
- h. Maintain test and assessment history
- i. Set exclusion flags on students who may be excluded from having to pass a course or test
- j. Provide 'Free and Reduced Lunch' indicator for testing
- k. Provide history of cumulative testing files by student
- l. Record tests such as TCAP, Gateway, ACT, PSAT, AP scores, etc.
- m. Create test results by class to send to teachers
- n. Collect and record various types of test scores (e.g. Stanine, raw, % scaled, standard deviation)
- o. Online access to test scores
- p. Maintain at least 3 years test data
- q. Produce a report that compares course grades to commensurate TCAP assessment results, by teacher
- r. Create report when a student does not meet requirement for the grade level
- s. Report on student test information at any level. (E.g. multiple test by student, grade, school, language category, etc.)
- t. Classify or group test info by parameters (i.e. a content standard in math) and produce a report by that standard

## **A.15 Discipline**

This category describes the features of the Statewide Student Management software pertaining to discipline including disciplinary actions and offenses. Also covered are 'zero tolerance' rules. The functionality for this category is:

- a. Track disciplinary offenses and actions by student
- b. Allow disciplinary action duration to cross school years
- c. Categorize type of offenses (valid codes are in EIS Manual)
- d. Ability to add disciplinary reasons by district, in addition to the State approved reasons, and convert to a valid State reason code
- e. Track type and length of student consequence(s)/disciplinary intervention(s) (e.g. in-school suspension, community service, short term suspension, long term suspension, expulsion etc.) by student
- f. Allow district the option of moving or not moving disciplinary data upon transfer within district
- g. Do not allow more than 10 days total of suspension for Special Education students per school year
- h. Ability for a district to define a disciplinary infraction point system
- i. Define types of consequences/disciplinary interventions by school
- j. Track discipline referrals by teachers, department, date, etc.
- k. Apply disciplinary actions to attendance automatically (mark as absent)
- l. Maintain student's disciplinary history and produce report ("Rap sheet")
- m. Control access to student's disciplinary records (i.e. only approved personnel from the school the student is currently attending should be able to see student's disciplinary history records)
- n. Query students suspended, expelled, or remanded by type of offense and/or date
- o. Allow alternative schools to be able to indicate half-day scheduling (i.e. morning/afternoon) that is used in continuation schools
- p. Track if an alternative school student has received his/her GED
- q. Validate student birthday vs. action code to determine if action is allowed for age
- r. Track expulsions
  - Ability to indicate an expulsion was due to zero tolerance

- Indicate zero tolerance expulsions on End of Year report
- s. Build a conduct/incident history tracking file for juvenile offenders, i.e. probation officer information, DJJ involvement and contact information
- t. Ability to change begin and end dates for zero tolerance offenses
- u. Allow for additional zero tolerance rules (bus suspension, etc.)
- v. Generate incident tracking number
- w. Ability to email notifications for teacher / student complaints using the tracking number for future reference
- x. Ability to insert comments into student's discipline incident or history report
- y. Note primary and secondary offenses
- z. Ability to indicate "Child in State Custody"
  - aa. Generate warnings for Special Ed students Disciplinary Actions
  - bb. Generate notifications to student's original school (administrator) regarding the student's progress at alternative schools (grades, attendance etc.)
  - cc. Ability to print incident report immediately in security office
  - dd. Ability to automatically notify parents of discipline events: printed letter, email, integration to IVR system, etc.
  - ee. Individual Student Discipline Profile
  - ff. Notice of Disciplinary Action
  - gg. Total Number of Suspensions and Expulsions for Current Year
  - hh. Discipline Counts by Code Excluding ISS
  - ii. Discipline Counts by Code for ISS
  - jj. Discipline Master Log
  - kk. Discipline Report Lists # of Occurrences per Day

## **A.16 Transportation**

This category covers transportation features of the Statewide Student Management software. Topics include busing information and students' eligibility for transportation. The functionality for this category is:

- a. Track whether students are taking buses to school or not.
- b. Track whether students are taking buses to Vocational/Career Enrichment Center (CEC) or not
- c. Track student's transportation information (eligibility and bus stop information)
- d. Allow for multiple bus numbers for AM/PM
- e. Track school zone when a student travels outside of the home school zone.
- f. Track route, stop locations, pick-up time, drop-off time, and last revision date of a route (need to determine what this is for)
- g. Track bus rider ship
- h. Ability to mass change the bus number for all students assigned to a specific bus
- i. Ability for schools to see route sheet
- j. Print Transportation Roster by School
- k. Print stickers with route information for students on first day of school (Elementary)
- l. Busing Information by Student
- m. Students by Bus Number/Route
- n. List of Bus Riders on Selected Bus
- o. Track students bus eligibility. Track students by bus route, including students that decline to ride the bus.
- p. Easily retrieve students' emergency contact information by transportation roster

## **A.17 Health**

This category describes the health features of the Statewide Student Management software. This includes students' health information, immunization status, and emergency contact information. The functionality for this category is:

- a. Maintain student's health information including Medicaid, insurance, diagnoses, medication, health progress, vision, scoliosis, and hearing assessments, height and weight and blood pressure. (Follow HIPAA privacy rules)

- b. Track students' health concerns. Print list of students with special health needs.
- c. Track multiple immunization status (DPT, OPV, MMR, etc.) including immunization dates, conditionals, exceptions and immunity
- d. Track students' immunization process and alerts nurses when actions need to be taken (i.e. certain immunization needs to be taken in specified sequence and time frames. The system should help nurses ensure the immunization is taken in a timely manner)
- e. Change as immunization requirements change (i.e. a new kind of immunization is mandated by the state)
- f. Allow for accident tracking
- g. Limit health information only to qualified staff
- h. Allow for waivers based on health
- i. Health-related comments/instructions
- j. Alert nurses when a student's immunization data is incomplete
- k. List of students and their physicians
- l. Maintain a parent contact log for health-related issues

### **A.18 Exceptional Student Education (ESE)**

This category describes the Exception Student functionality of the software. This includes Special Education programs and participation. The functionality for this category is:

- a. Track: Amount of Special Ed services being received, type of services being received, most recent evaluation date, additional services needed after exits (i.e. mental health services, vocational rehabilitation, developmental disabilities services, physical therapy, etc)
- b. Track a student's eligibility, capture start dates of S-team process, track days remaining to maintain timeline
- c. Track ESE services a student is receiving.
- d. Track service hours received and recommendations.
- e. Track participation and time spent in general education.
- f. Monitor the referral and assessment functions to ensure that specified activities are performed within established schedule requirements.

- g. Maintain referral and assessment results for categorical programs linked to corresponding student information.
- h. Search for appropriate instructors for assignment to a special service student based on location, qualifications, and availability.
- i. Track IEP information to corresponding student information.
- j. Record and compute IEP milestone dates and accomplishment information.
- k. Assess performance/effectiveness of special services.
- l. Track special situation students (i.e. at home students, hospitalized students, AEP (Alternative Education Placement) or those students with overlapping ESE needs.
- m. Input and assess Special Ed goals on student IEP forms and progress reports.
- n. Track ESE drop-out rate.
- o. Compare each IEP recommendation for testing participation with the actual participation.
- p. Provide ability to pull up a student's past ESE schedules even after he/she has been entered into a new school
- q. Provide actual amount to time served in each ESE service
- r. Identify students placed in Gifted.
- s. Identify ESE programs available at specific schools
- t. Project students to schools based on address and disability with override capability
- u. Track participation in SE (active or inactive), and date of IEP
- v. Flag notification of three year evaluation time expiration
- w. Track interim students within the SE process, but not fully established
- x. Track handicapping codes
- y. Track history of evaluations and date of last evaluation
- z. Ability to make special scheduling considerations for SE students
- aa. Reserve number of seats in GE classes
- bb. Balance SE students across GE classes

- cc. Track case load and class size of SE teachers
- dd. Horizontal Student Lateral Report Sp. Ed.
- ee. Automatically notify appropriate recipients a predetermined period prior to IEP milestone dates coming due (i.e. via email alerts)
- ff. Automatically identify missing information (IEP components) and notify appropriate party
- gg. Produce ad hoc management reports showing all upcoming timelines for a district/school/teacher/child.
- hh. Generate IEP report cards for administrators, teachers, and parents on an ad hoc basis
- ii. Special Education Reporting:
  - June End of Year report
    - District Name
    - District Number
    - Age Group count (3-5, 6-22, total)
    - Grand total of all districts
  - New Enrollment report
    - District Name
    - District Number
    - Age Group count (3-5, 6-22, total)
    - Total count of ages 3-22
    - Total net enrollment for district
    - Ages 3-22 percentage to net enrollment
    - Ages 6-22 percentage to net enrollment
  - Gender/Ethnic report
    - District Name
    - District Number
    - Report date
    - Male
    - Female
    - Total male and female by ethnic group
    - Total for districts
    - Grand totals for all columns
  - Child Count by System
    - District Name
    - District Number
    - Report date
    - Age 3-22 count by age per district
    - Totals by age group, 3-5, 6-11, 12-17, 18-21, 6-22, 3-22
    - Grand totals all columns
  - Option Count by District report
    - District Name
    - District Number
    - Primary and Secondary counts by option number (1-10) by district

- Total primary count by district
- Total secondary count by district
- Total primary and secondary counts by district
- End of Year Report
  - District Name
  - District Number
  - Special needs type
  - Count of students by special needs type
  - Total of all special needs type by district
  - Total of all special needs type for all districts
  - Total of all special needs type for all special schools and other State departments
  - Grand total of all special needs type
- jj. Special Education Student data elements: (in a table maintainable by the State Department of Education)
  - Id Number, SSN, or PIN
  - Reason student is less than full service
    - Parent refusal
    - Medical reasons
    - Lack of personnel
    - Lack of appropriate facility
    - Lack of materials or equipment
    - Lack of appropriate transportation
    - Other
    - Drop out
    - Received Special Ed diploma/certificate
  - Primary Disability
    - Learning Disabled
    - Mentally Retarded
    - Gifted
    - Speech impaired
    - Language impaired
    - Seriously emotionally disturbed
    - Autism
    - Health impaired
    - Deaf
    - Hearing impaired
    - Blind
    - Visually impaired
    - Deaf-blind
    - Multi-disabled
    - Other – functionally retarded
    - Other – developmentally delayed
    - Traumatic brain injury
  - Secondary Disability
    - Learning Disabled
    - Mentally Retarded
    - Gifted
    - Speech impaired
    - Language impaired



- Seriously emotionally disturbed
- Autism
- Health impaired
- Deaf
- Hearing impaired
- Blind
- Visually impaired
- Deaf-blind
- Multi-disabled
- Other – functionally retarded
- Other – developmentally delayed
- Traumatic brain injury
- Contractual Service – full time services only
  - In state – State agency
  - In state – private school/agency
  - In state – LEA
  - Out of state – private school/agency
  - Out of state – LEA
- Separate Facility (Y/N)
- Student Type
  - Alternative
  - Regular
  - Headstart
  - Adult
  - Private k-12
  - Pre Kindergarten
  - Pre Kindergarten private
- Activation date (date of first IEP)
- Evaluation date primary (most recent evaluation date for primary option)
- Evaluation date secondary (most recent evaluation date for secondary option)
- Type of service
  - No Service
  - Consultation
  - Direct service
  - Special Ed aide in regular program
  - Psychological services
  - School social work
  - Occupational therapy
  - Speech/Language therapy
  - Recreation service
  - Physical therapy
  - School health services
  - Counseling service
  - Vision service
  - Hearing service
  - Other services
  - Ancillary service – attendant
  - Ancillary service – interpreter
  - Ancillary service – other

- Residential service
- Homebound/Hospital
- Number of sessions and unit of time (i.e. 5 week)
- Time per session (hours and minutes)
- Service provider (teacher providing service)
- Reason student transported
  - Unable to ride regular bus due to disability
  - Recommended placement cannot be made in student's home school
  - Transported for other reasons
- Type of special transportation
  - To and from residential facility
  - To and from school
  - To and from community based program
  - Between schools or programs
- Number of one way trips and frequency
- Travel time one way (hours and minutes)
- Special transportation provider
  - LEA special vehicle
  - LEA contract with parent
  - LEA contract with commercial carrier
  - Provided by other than LEA
- Inactive status date, date student discontinued receiving SE service
- Reason for inactive status
  - Graduated – regular diploma
  - Graduated – SE diploma
  - Graduated – Certificate of attendance
  - Reached maximum age
  - Dropped out
  - Exited to vocational rehabilitation
  - Moved to another LEA in TN
  - Moved to another LEA out of state
  - Mainstreamed
  - To Division of Mental Health
  - To Division of Mental Retardation
  - To Department of Correction
  - To state school
  - Deceased
  - Other
- Anticipated services, value must be provided when inactive status is a “\*” reason above.
  - Counseling/guidance
  - Evaluation of VR services
  - Physical/mental restoration
  - Vocational training services
  - Transitional employment services
  - Vocational placement
  - Post employment
  - Maintenance
  - Transportation
  - Family services

- Independent living
- Residential services
- Interpreter services
- Reader services
- Technological Aids
- Other services
- No special services
- 89-313 Eligibility (Y/N)
- Special transportation required
- Materials only
- Guardian information:
  - Last name
  - First name
  - Middle name
  - Address 1
  - Address 2
  - City
  - State
  - Zip code
  - Status of service
  - Home phone number
  - Business phone number
- kk. Name/School data
  - Last Name
  - First Name
  - Middle Name
  - Date of Birth
  - Gender
  - Grade
  - Ethnicity
  - District Number
  - School Number
  - Status of service
    - Full special ed services
    - Regular program
    - Private program
    - Inadequate/inappropriate services
    - No Special Education services
    - Not enrolled
- II. Staff data requirements (in a table maintainable by the State Department of Education)
  - SSN or TLN
  - Last name
  - First name
  - Middle initial
  - Fully certified (Y/N)
- mm. Staff category data
  - Retained for next year (Y/N)
  - Category
    - Special Ed teacher

- Psychologist
  - Other diagnostic staff
  - Occupational therapist
  - Physical therapist
  - Audiologist
  - Voc Ed teacher
  - Phy Ed teacher
  - Work study coordinator
  - Counselor
  - Recreation therapist
  - School social worker
  - Supervisor/administrator
  - Non-professional staff
  - Interpreters
  - Rehab counselors
  - Speech pathologist
- Full time equivalent (number 1.0 if full time); maximum of 1.0 in all categories for a staff member

### **A.19 Language Services (ELL/Alternative Language)**

This category describes the ability of the Statewide Student Management software to track and maintain Alternative Language services. This includes instructor information as well as student placement. The functionality required for this category is as follows:

- a. Track: Program Participation hours in English Language Learners (Y or N), Date last assessed as ELL, and Report date (i.e. 40th day, 80th day, 120th day, or 180th day, language spoken at home, instruction language, state reading and comprehension assessment status (Y or N), native language reading and comprehension assessment status (Y or N), native language test administered, national reading and comprehension percentile rank, whether student reclassified to English proficient, method used to determine English proficiency (test and informal) ).
- b. Track whether a student's parents have waived their rights to receive ELL services.
- c. Track and maintain students Home Language Survey (HLS) results (i.e. eligibility)
- d. Track students' Language Assessment (IDEA/IPT) results and/or waiver.
- e. Maintain student's IPT history
- f. Track ELL/alternative language services students are receiving. The system should Track the service provider, type of service, service hours received, curriculum and maintain history.
- g. Track student progress and exit them from the Alternative Language monitoring program as appropriate (i.e. monitor student to ensure they maintain Fully English Proficient (FEP) status as they move away from Limited English Proficiency (LEP) status)

- h. Search for appropriate instructors for assignment to a ELL student based on location, qualifications, and availability
- i. Search for appropriate facilities for assignment to an ELL student based on location, availability and resources. (i.e. language lab)
- j. Search for bus routes for schools assigned outside of Zone when language needs dictate.
- k. Track current and next years projected school assignment for language needs.
- l. Facilitate preliminary assessment of performance/effectiveness of ELL services. (Including: language proficiency scores / hours of instruction / type of services / by student and in aggregate.)
- m. Track ELL Student Tutoring assignments
- n. Provide ability for a school and district to receive a cumulative report of ESE students with the total number of days suspended
- o. Track student's psychologist/social work referrals from referral to placement (i.e., referral date, Child Study Team meeting dates, test scores)
- p. Provide check to allow special placement only for students with specific district-defined ESE requirements
- q. Print forms for distribution to parents, teachers, administrators, etc with student bio-data pre-filled when applicable.
- r. Notify school when ESE students have been officially staffed/placed in an ESE program.
- s. Input, query, and produce reports from language information including: PHLOTE (Primary Home Language Other Than English), IPT (IDEA Proficiency Test), or ALS (Alternative Language Services).
- t. Report any other non-regular services received by ELL students

## **A.20 Special Services**

This category addresses special services requirements. The functionality for this category is:

- a. Track Title 1 A, 1 B (state & federal even start services), 1C (Migrant status), 1D (Neglected and Delinquent youth), IV, VI, VII, VIII, IX, Johnson-O'Malley Financial Assistance to Native American participation status, and Exit date.
- b. Track students free and reduced lunch eligibility (Do not show on first page for privacy reasons) ; maintain at State instead of at schools
- c. Free Lunch Roster

## **A.21 Faculty**

This category pertains to the faculty portion of the Statewide Student Management software. Included in this category are faculty certification and endorsements. The functionality required for this category is:

- a. Match certification, endorsement, and availability of instructors with criteria for required positions
- b. Tenure / Non-Tenure indicator
- c. Track personnel training
- d. Track new hire background checks
- e. Track personnel performance
  - Define staff evaluation cycles (Record date of last evaluation and when next evaluation is due)
- f. Track certifications
- g. Report only professional staff (members with current assignments) to EIS
- h. Ability to track faculty demographics (address, local ID number, etc.)
- i. Ability for districts/schools to flag any or all staff record types by staff Social Security Number or License Number to be extracted for upload to EIS even when no changes have been made to the staff member's data
- j. Check for Highly Qualified for 'No Child Left Behind' (NCLB)
- k. Teacher/Sub Listing
- l. Teacher Effect Pattern Report
- m. Report on resource allocations, availability and utilization.
- n. Track personnel training

## **A.22 Counseling**

This category pertains to counseling information including referrals and parental consent. The functionality required for this category is:

- a. Report on 'at risk' students to determine what services have been provided in the past.
- b. Track referrals not related to discipline/ESL/etc, including: counseling, speech, home bound, social work, attendance, psychology, occupational/physical therapy. Track date of referral, reason for referral. Include access to history of referrals for a student.

- c. Maintain the confidentiality of referral or other entered information.
- d. For psychological referrals, track: initial reason for referral, re-evaluation results, screening results, supplemental testing results.
- e. Track receipt of parent's informed consent.
- f. Track and report against pre-established time requirements for steps in process (ex. 40 days from referral to testing). The LEA will determine if exceptions are allowed.
- g. Counseling reports: monthly reports including: number of parents seen, number of students seen, types of interventions, discipline, etc.
- h. Allow for tracking and report post graduation information including scholarships, college graduations, etc.

### **A.23 Adult and Community Education**

This category describes the Statewide Student Management software tracking of adult and community education. Topics included are registration, tuition fees, scheduling and attendance. The functionality required for this category is:

- a. Allow student registration for adult and community education
- b. Ability to track fees/tuition for adult and community education
- c. Ability for reconciliation of fees/tuition for adult and community education
- d. Ability to schedule students/classes for adult and community education
- e. Track attendance and report for adult and community education
- f. The system can convert class attendance to hours / course credits for reporting.
- g. Track adult/vocational test scores (GED, certifications, etc.)
- h. Ability to check pre-requisites for registration and scheduling adult and community education, including: prior course requirements, testing history and dates, etc.
- i. Ability to schedule based on minimum class size and notify when minimums are not met
- j. Generate mailings for ELL classes based on the ELL student enrollment
- k. Provide transcripts for adult and community education
- l. Should not report adult students to EIS or transmit adult student extracts to EIS

## **A.24 Student Activity Fund and Other Fees**

This category discusses student activity and other fees including fee waivers and payment tracking. The functionality required for this category is:

- a. Ability to handle the collection by teachers of funds and fees
- b. Generate collection lists in advance for special activities, clubs, athletics, etc.
- c. Ability for teachers or administrators to enter special assessments for students, such as for lost or damaged text books, other student damages, etc.
- d. Ability to wave student fees based on special flags (free and reduced lunch students, etc.)
- e. Ability to hold transcripts or report cards when fees are owed (Applies to tuition students only)
- f. Ability to provide reports or other tools to support collection reconciliation between the teacher and the book-keeper
- g. Ability to track payments/refunds to students
  - Track tuition or fee payments made by students at school level or district level
  - Allow for installment payments for tuition and other fees
- h. Ability to track collection status (partial collections, etc.)

## **A.25 Standard Reporting Requirements**

This category pertains to the standard reporting requirements for the Statewide Student Management software. Items that should be addressed include querying abilities and student reporting. The functionality required for this category is:

- a. General Reports / Queries
  - Select and group reporting data by any field with sub-totals and sort orders.
  - In a year round school, report on the different tracks by school
  - Middle School Reports
  - Unassigned Locker Listing
  - Calculate and display school free/reduced lunch totals by school
  - District Performance Data Tables



- Reading Gains Required to Reach Norm
- Facilitate ordering textbooks based on curriculum and student enrollment
- Maintain list of approved text books by course on the District Course Catalog
- Maintain list of required and optional textbook by course on the local course catalog

**b. Student Reports / Queries**

- Students by Guidance Counselor
- Students by Homeroom
- Schedule Request Forms
- Student Schedules by Semester/Guidance Counselor And Tally of Credits
- Print Student Schedules Using Student Roll
- National Honor Society
- Honor Roll Listing
- Honor Roll Listing, semester
- Dropout Report
- Promotions/Rejections
- Promotions/Rejections (same grade level)
- Counts by Case Manager
- Course List Showing State Code #'s for Preliminary Reports
- Class Rolls with Address and Phone Number

**c. Course Reports / Queries**

- Print Course/Semester Catalog
- Preliminary Course Roster
- Report of Preliminary Course Enrollment
- Preliminary Course Frequency Report

- Preliminary Course Roster
- Print Conflict Lists
- Actual Course Frequencies
- Class Roster Report
- Scheduling Intermediate Totals
- Scheduling Exceptions
- Print Room Schedules
- Print Instructor Schedules
- Course List with Section Number by Teacher

## **A.26 Ad-Hoc Query Requirements**

This category pertains to Ad-Hoc Querying with the Statewide Student Management software including tables and graphing. The functionality required for this category is:

- a. Menu driven, process driven, and GUI interface reporting
- b. Query Searching Capabilities:
  - Queries/searches can be used with reports
  - Queries/searches can be used with mass updates
  - On-screen searching can be used
  - Free-form text searching capability is included
  - Full text searching is provided
  - Search definitions are stored
- c. Table look ups:
  - Table fields are clearly identified or distinguished from other fields on screens
  - Tables can be referred to when on a table look-up field
  - Table entries are effective-dated
  - Changes to tables create a historical table entry
- d. Report and Printer Controls:
  - The system can control the number of copies made of a report
  - The system can control priority of reporting
  - The system can control job start time for reports
  - End-user can control the fonts in rows and columns of a report
  - End-user can define the character style in rows and columns (bold, italics, etc.) of a report
- e. Ad Hoc Reporting:

- Ad hoc report definitions are stored
  - Ad hoc reports can be run in the background
- f. Third Party report generators can be used to access the application files
- g. Graphing - The following graphing or charting capabilities are built in:
- Line graphs
  - Bar charts
  - Pie charts
  - Scatter charts
  - Stacked bar
  - Mid/min/max line graph
  - Polar
  - Regression lines
- h. File export: (Reports printed or exported to .xls or .txt files)
- The system can create a file in a common file format to facilitate interfaces with other applications
  - SIF compliance
  - The system supports file export to:
    - Spreadsheets
    - Word processing applications
    - Database management systems
    - Organization chart utilities
    - Graphics packages
    - Forms packages
    - E-mail systems
    - Faxes
    - Other computers
- i. The following arithmetic and statistical functions are supported in report writing
- Sum
  - Average
  - Minimum
  - Midpoint
  - Maximum
  - Standard deviation
  - Regression analysis
  - Median
- j. An end-user can define formulas in reports
- k. The formatting of dates in reports can be end-user controlled
- l. An end-user can define a report's sort order
- m. An end-user can change a report's sort order at report run time

- n. End-user defined sort definitions can be stored and reused
- o. An end-user can share stored report definitions with other end-users
- p. Ability to produce a report of students participating in sports sorted by gender / ethnicity

## **SECTION B: SCOPE OF SERVICES AND DELIVERABLES (IMPLEMENTATION, TRAINING AND SUPPORT)**

### **B.1 Data Conversion**

This category describes the data conversion functionality of the Statewide Student Management software. The functionality requirements for this category are:

- a. Ability to convert existing data to a format designated by the State.
- b. Provide edits to ensure data captured is valid and consistent.
- c. Ability for data to be exported locally in a text format.
- d. Ability to interface with the State Department of Education licensure database.

### **B.2 Implementation**

This category pertains to the implementation of the Statewide Student Management software including roles and responsibilities during implementation. The following must be provided:

- a. Provide projected schedule of implementation
- b. Provide commitments and guarantees that the software will be implemented in a timely manner.

### **B.3 Training**

This category discusses training for the Statewide Student Management software. This includes expected help utilities available after implementation. The requirements for training are as follows:

- a. Provide an on-line system user manual that can be modified by SDE staff.
- b. Provide an on-line help utility with help available for all data fields on the screen, worded so that it will be useful for end-users and technical staff.
- c. Provide training for data importing and manipulation to Local Education staff and State Department of Education technical personnel.

### **B.4 On-Site Support**

This category describes the on-site support needed after implementation of the Statewide Student Management software:

- a. Provide on-site support for Local Education agencies as requested by SDE to include existing data conversion, loading of data to database, and correcting software-related data issues. Support should be available within 24 hours of request.
- b. Provide on-site support for State Department of Education technical staff to include existing data conversion, loading of data to database, and correcting software-related data issues. Support should be available Monday through Friday, from 7:00 am to 5:00 pm Central Standard time.
- c. On-site support will continue for the duration of the contract.

## **B.5 Documentation**

This category describes the documentation that must be provided with the Statewide Student Management software:

- a. Provide a plain language data dictionary
- b. Provide a description of all data fields available, including which fields are protected (cannot be changed) and which fields are non-protected (can be changed).
- c. Provide a detailed description of the functionality available in the Statewide Student Management software including attendance, grade book, special education, scheduling and discipline.
- d. Provide procedures for running queries and producing reports
- e. Provide instructions for data lookup and update
- f. Provide a detailed description of possible causes of error messages
- g. Provide documentation on any and all add-on functions/modules available for the software.

## **C. Project Schedule**

C.1 Dates in this attachment are tentative and subject to change, at the State's discretion, any time throughout the project.

<u><b>DATES</b></u>	<u><b>MILESTONES</b></u>
January 1, 2004	Project Contract Signing and Start
January 1, 2004 through June 30, 2004	Data conversion, implementation, training, and support for 25 pilot districts
July 1, 2004 through June 30, 2005	Data conversion, implementation, training, and support for an additional districts; maintenance and support for districts implemented in Year One.
July 1, 2005 through June 30, 2006	Data conversion, implementation, training, and support for additional districts; maintenance and support for districts implemented in Year One and Year Two

July 1, 2006 through June 30, 2007	Data conversion, implementation, training, and support for additional districts; maintenance and support for districts implemented in Years One, Two, and Three
July 1, 2007 through June 30, 2008	Maintenance and support for districts implemented in Years One, Two, Three, and Four

D. CONTRACT TERM:

- D.1. Contract Term. This Contract shall be effective for the period commencing on January 1, 2004 and ending on June 30, 2008. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.

E. PAYMENT TERMS AND CONDITIONS:

- E.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Fifteen Million Nine Hundred Nine Thousand Three Hundred Ten Dollars (\$ 15,909,310). The Service Rates in Section E.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section E.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- E.2. Compensation Firm. The Service Rates and the Maximum Liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.
- E.3. Payment Methodology. The Contractor shall be compensated based on the Service Rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section E.1. The Contractor's compensation shall be contingent upon the satisfactory completion of units of service or project milestones defined in Section A. The Contractor shall be compensated based upon the following Service Rates:

SERVICE UNIT/MILESTONE

**Cost per Year  
Per ADM**

The Average Daily Membership (ADM) is a calculation that is used to determine the number of students in each district.

Year One Pilot Cost Schedule January 1, 2004 through June 30, 2004

Cost per ADM for Data Conversion, Implementation, and Training for 25 pilot districts	\$ 24.71
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Cost per ADM for Support for 25 pilot districts (to be prorated based on implementation date)	\$ 2.22
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Year Two Cost Schedule from July 1, 2004 through June 30, 2005

Cost per ADM for Data Conversion, Implementation, and Training for additional districts.	\$ 20.47
Cost per ADM for Support for Year Two additional districts (to be prorated based on implementation date).	\$ 2.02
Cost Per ADM for Annual Maintenance and Support for districts implemented in Year One.	\$ 2.02

Year Three Cost Schedule from July 1, 2005 through June 30, 2006

Cost per ADM for Data Conversion, Implementation, and Training for additional districts	\$ 17.47
Cost per ADM for Support for Year Three additional districts (to be prorated based on implementation date)	\$ 1.82
Cost Per ADM for Annual Maintenance and Support for districts implemented in Year One and Year Two	\$ 1.82

Year Four Cost Schedule from July 1, 2006 through June 30, 2007

Cost per ADM for Data Conversion, Implementation, and Training for additional districts	\$ 10.38
Cost per ADM for Support for Year Four additional districts (to be prorated based on implementation date)	\$ 2.05
Cost Per ADM for Annual Maintenance and Support for districts implemented in Years One, Two, and Three	\$ 2.05

Year Five Cost Schedule from July 1, 2007 through June 30, 2008

Cost Per ADM for Annual maintenance and support for districts implemented in Years One, Two, Three, and Four	\$ 2.05
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The Contractor shall submit monthly invoices, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service or project milestones for the amount stipulated.

- E.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

- E.5. Payment of Invoice. The payment of the invoice by the State shall not prejudice the State's right to object to or question any invoice or matter in relation thereto. Such payment by the State shall neither be construed as acceptance of any part of the work or service provided nor as an approval of any of the amounts invoiced therein.
- E.6. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this contract, not to constitute proper remuneration for compensable services.
- E.7. Deductions. The State reserves the right to deduct from amounts which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts which are or shall become due and payable to the State of Tennessee by the Contractor.
- E.8. Automatic Deposits. The Contractor shall complete and sign an "Authorization Agreement for Automatic Deposit (ACH Credits) Form." This form shall be provided to the Contractor by the State. Once this form has been completed and submitted to the State by the Contractor all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH). The Contractor shall not invoice the State for services until the Contractor has completed this form and submitted it to the State.
- F. STANDARD TERMS AND CONDITIONS:
- F.1. Required Approvals. The State is not bound by this Contract until it is approved by the appropriate State officials in accordance with applicable Tennessee State laws and regulations.
- F.2. Modification and Amendment. This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee State officials in accordance with applicable Tennessee State laws and regulations.
- F.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- F.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- F.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination" (sections F.6. and F.7.). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed.



- F.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
- F.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- F.8. Records. The Contractor shall maintain documentation for all charges against the State under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- F.9. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- F.10. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- F.11. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- F.12. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint venturers, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- F.13. State Liability. The State shall have no liability except as specifically provided in this Contract.
- F.14. Force Majeure. The obligations of the parties to this contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, strikes, epidemics or any other similar cause.

- F.15. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- F.16. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under **Tennessee Code Annotated**, Sections 9-8-101 through 9-8-407.
- F.17. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- F.18. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- F.19. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

G. SPECIAL TERMS AND CONDITIONS:

- G.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- G.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

The State:

Dr. Tim Webb, Assistant Commissioner  
Department of Education  
6<sup>th</sup> Floor, Andrew Johnson Tower  
710 James Robertson Parkway  
Nashville, TN 37243  
phone: 615-532-1650  
fax: 615-532-3268

The Contractor:

Dan Wistman  
Public Consulting Group, Inc.  
148 State St., Tenth Floor  
Boston, MA 02109  
Phone: 617-426-2026, Fax: 617-426-4632

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile

transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

G.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

G.4. Performance Bond. Upon approval of the Contract by all appropriate State officials in accordance with applicable State laws and regulations, the Contractor shall furnish a performance bond in the amount equal to Five Million Dollars (\$5,000,000) for the period January 1, 2004 to June 30, 2005 and Two and One Half million dollars (\$2,500,000) the period July 1, 2005 to June 30, 2008, guaranteeing full and faithful performance of all undertakings and obligations under this Contract for the initial Contract term and all extensions thereof. The bond shall be in the manner and form prescribed by the State and must be issued through a company licensed to issue such a bond in the State of Tennessee.

The Contractor shall obtain the required performance bond in form and substance acceptable to the State and provide it to the State no later than January 16, 2004. Failure to provide the performance bond prior to the deadline as required shall result in contract termination.

In lieu of a performance bond, a surety deposit, in the sum of Five Million dollars (\$5,000,000) for the period January 1, 2004 to June 30, 2005 and Two and One Half million dollars (\$2,500,000) the period July 1, 2005 to June 30, 2008 may be substituted if approved by the State prior to its submittal.

G.5. Incorporation of Additional Documents. Included in this Contract by reference are the following documents:

- a. The Contract document and its attachments
- b. All Clarifications and addenda made to the Contractor's Proposal
- c. The Request for Proposal and its associated amendments
- d. Technical Specifications provided to the Contractor
- e. The Contractor's Proposal

In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

G.6. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:

No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, and entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person

for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients of federally appropriated funds shall certify and disclose accordingly.

- G.7. Public Funding Notice. All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Contractor relative to this Contract shall include the statement, "This project is funded under an agreement with the State of Tennessee." Any such notices by the Contractor shall be approved by the State.
- G.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed.
- G.9. Confidentiality of Records. Strict standards of confidentiality of records shall be maintained in accordance with the law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of State law and ethical standards and shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with State law and ethical standards.

The Contractor will be deemed to have satisfied its obligations under this section by exercising the same level of care to preserve the confidentiality of the State's information as the Contractor exercises to protect its own confidential information so long as such standard of care does not violate the applicable provisions of the first paragraph of this section.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- G.10. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

- G.11. Public Accountability. If this Contract involves the provision of services to citizens by the Contractor on behalf of the State, the Contractor agrees to establish a system through which recipients of services may present grievances about the operation of the service program, and the Contractor agrees to display a sign stating:

"NOTICE: This Contractor is a recipient of taxpayer funding. If you observe an employee engaging in any activity which you consider to be illegal or improper, please call the State Comptroller's toll free hotline: 1-800-232-5454"

Said sign shall be displayed in a prominent place, located near the passageway(s) through which the public passes to receive State funded services.

- G.12. Date/Time Hold Harmless. As required by **Tennessee Code Annotated**, Section 12-4-118, the contractor shall hold harmless and indemnify the State of Tennessee; its officers and employees; and any agency or political subdivision of the State for any breach of contract caused directly or indirectly by the failure of computer software or any device containing a computer processor to accurately or properly recognize, calculate, display, sort or otherwise process dates or times.

- G.13. Hold Harmless. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by **Tennessee Code Annotated**, Section 8-6-106.

- G.14. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in **Tennessee Code Annotated**, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System, provides that if a retired member returns to State employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent contractor, the Contractor may be required to repay to the Tennessee Consolidated Retirement System the amount of retirement benefits the Contractor received from the Retirement System during the period of this Contract.

- G.15. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it and its principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State, or

Local) transaction or grant under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State, or Local) terminated for cause or default.

**G.16 HIPAA Compliance.** Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

**G.17 License (Public Consulting Group)**

**1. Grant of License for Easy IEP Products.** Subject to the terms and provisions of this Agreement and DOE's performance of all its obligations under this Agreement, PCG hereby grants to DOE, and DOE hereby accepts, a non-exclusive, non-transferable, right and license, during the Term only:

- (a) to access via the Internet, download, copy and use, to the extent reasonably necessary, the Easy IEP Products; and
- (b) to use the Easy IEP Products in connection with and as part of DOE's provision of services to End Users.

**2. Grant of License for Documentation.** PCG hereby grants to DOE, and DOE accepts, a non-exclusive, royalty-free license under PCG's copyrights in PCG's Documentation, during the Term only:

- (a) to incorporate PCG's Documentation, in whole or in part, into other written materials prepared by or for DOE with respect to Easy IEP Products; and
- (b) to reproduce and distribute modified and original versions of PCG's Documentation, in hard copy or in an on-line format, as part of DOE's Documentation for the Easy IEP Products, and, if such DOE's Documentation is in an on-line format, allow DOE's End-Users to make print copies of the same.

**3. Restrictions on License Grant.**

- (a) DOE will not use or grant to any person or entity the right to use the Easy IEP Products except as explicitly specified above. DOE will not (i) distribute, market, or sublicense the Easy IEP Products.
- (b) DOE will ensure that appropriate proprietary notices indicating PCG's Intellectual Property Rights in the Easy IEP Products and related Documentation are placed on all copies of the Easy IEP Products and other written materials distributed by DOE

relating thereto. Documentation that is delivered to the U.S. Government will include an appropriate restrictive rights legend.

- (c) DOE will grant to End Users using Easy IEP Products only a limited license to access and use Easy IEP Products that are accessible and operated on servers operated by or for DOE. DOE will not distribute copies of the Easy IEP to such End Users or sublicense to such End Users any rights other than the limited license specified above.
- (d) DOE will not distribute or knowingly permit distribution of Easy IEP Products by its End Users to any of the direct competitors of PCG.
- (e) DOE will use reasonable efforts to protect the Easy IEP Products from unauthorized access, copying, dissemination, or disclosure and from other unauthorized use and will report promptly to PCG any infringement of such rights of which DOE becomes aware. The foregoing will not require DOE to audit any End User's use of the Easy IEP Products.

**4. End User Licenses.** DOE will not deliver any Easy IEP Products to an End User unless and until End User agrees and DOE, in turn, warrants to PCG that:

- (a) only a nontransferable and non-exclusive right to use the Easy IEP Products for the authorized number of users is granted to the End User;
- (b) no title to the intellectual property in any portion of the Easy IEP Products is transferred to the End User;
- (c) the End User will not copy the Easy IEP Products except as necessary to install a reasonable number of copies of the Easy IEP Products on computers for use by authorized users, and to make a back-up copy for archival purposes;
- (d) the End User will not transfer the Easy IEP Products to any third party; and,
- (e) the End User will not decompile, disassemble or otherwise attempt to reverse engineer the Easy IEP Products or any portion thereof.

**5. Reservation of Rights.**

- (a) Subject to the license rights granted to DOE, all right, title and interest in and to the Easy IEP Products, including the Intellectual Property Rights and technology inherent in the Easy IEP Products, are, and at all times will remain, the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate or display the Easy IEP Products, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to DOE any right, title or interest in or to PCG's Intellectual Property Rights or other rights in and to the Easy IEP Products or PCG's Trademarks.
- (b) Except as expressly authorized by this Agreement, DOE will not use, display, copy, distribute, modify or sublicense the Easy IEP Products. In addition, DOE will not modify, transfer, rent, lease, reverse engineer, decompile or disassemble the Easy IEP Products. PCG reserves all rights not expressly granted to DOE by this Agreement. DOE will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the Easy IEP Products and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the Easy IEP Products.


**6. Third Party Infringement.** PCG reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Easy IEP Products.

G.18. License (Century Consultants) The State will enter into a licensing agreement with Century Consultants as detailed in Attachment A.




IN WITNESS WHEREOF:

Public Consulting Group, Inc.:

  
William S. Mosakowski, President

1/13/04  
Date

DEPARTMENT OF EDUCATION:

  
Lana C. Seivers, Commissioner

12-31-03  
Date


APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

   
M. D. Goetz Jr., Commissioner


3/1/04  
Date

DEPARTMENT OF PERSONNEL:

  
Randy C. Camp, Commissioner

Date

COMPTROLLER OF THE TREASURY:

  
John G. Morgan, Comptroller of the Treasury

3/12/04  
Date

## Attachment A:

### Century Consultants, Ltd. Grant of Rights for Star Student Products to State of Tennessee

#### **GRANT OF RIGHTS.**

**1. Grant of License for Star\_Student Products.** Subject to the terms and provisions of this Agreement and DOE's performance of all its obligations under this Agreement, Century Consultants hereby grants to DOE, and DOE hereby accepts, a non-exclusive, non-transferable, right and license, during the Term only:

(a) to access via the Internet, download, copy and use, to the extent reasonably necessary, the Star\_Student Products; and

(b) to use the Star\_Student Products in connection with and as part of DOE's provision of services to End Users.

**2. Grant of License for Documentation.** Century Consultants hereby grants to DOE, and DOE accepts, a non-exclusive, royalty-free license under Century Consultants's copyrights in Century Consultants's Documentation, during the Term only:

(a) to incorporate Century Consultants's Documentation, in whole or in part, into other written materials prepared by or for DOE with respect to Star\_Student Products; and

(b) to reproduce and distribute modified and original versions of Century Consultants's Documentation, in hard copy or in an on-line format, as part of DOE's Documentation for the Star\_Student Products, and, if such DOE's Documentation is in an on-line format, allow DOE's End-Users to make print copies of the same.

#### **3. Restrictions on License Grant.**

(a) DOE will not use or grant to any person or entity the right to use the Star\_Student Products except as explicitly specified above. DOE will not (i) distribute, market, or sublicense the Star\_Student Products.

(b) DOE will ensure that appropriate proprietary notices indicating Century Consultants's Intellectual Property Rights in the Star\_Student Products and related Documentation are placed on all copies of the Star\_Student Products and other written materials distributed by DOE relating thereto. Documentation that is

delivered to the U.S. Government will include an appropriate restrictive rights legend.

(c) DOE will grant to End Users using Star\_Student Products only a limited license to access and use Star\_Student Products that are accessible and operated on servers operated by or for DOE. DOE will not distribute copies of the Star\_Student to such End Users or sublicense to such End Users any rights other than the limited license specified above.

(d) DOE will not distribute or knowingly permit distribution of Star\_Student Products by its End Users to any of the direct competitors of Century Consultants.

(e) DOE will use reasonable efforts to protect the Star\_Student Products from unauthorized access, copying, dissemination, or disclosure and from other unauthorized use and will report promptly to Century Consultants any infringement of such rights of which DOE becomes aware. The foregoing will not require DOE to audit any End User's use of the Star\_Student Products.

**4. End User Licenses.** DOE will not deliver any Star\_Student Products to an End User unless and until End User agrees and DOE, in turn, warrants to Century Consultants that:

(a) only a nontransferable and non-exclusive right to use the Star\_Student Products for the authorized number of users is granted to the End User;

(b) no title to the intellectual property in any portion of the Star\_Student Products is transferred to the End User;

(c) the End User will not copy the Star\_Student Products except as necessary to install a reasonable number of copies of the Star\_Student Products on computers for use by authorized users, and to make a back-up copy for archival purposes;

(d) the End User will not transfer the Star\_Student Products to any third party; and,

(e) the End User will not decompile, disassemble or otherwise attempt to reverse engineer the Star\_Student Products or any portion thereof.

#### **5. Reservation of Rights.**

(a) Subject to the license rights granted to DOE, all right, title and interest in and to the Star\_Student Products, including the Intellectual Property Rights and technology inherent in the Star\_Student Products, are, and at all times will remain, the sole and exclusive property of Century Consultants. No right to use, print, copy,

distribute, integrate or display the Star\_Student Products, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to DOE any right, title or interest in or to Century Consultants's Intellectual Property Rights or other rights in and to the Star\_Student Products or Century Consultants's Trademarks.

(b) Except as expressly authorized by this Agreement, DOE will not use, display, copy, distribute, modify or sublicense the Star\_Student Products. In addition, DOE will not modify, transfer, rent, lease, reverse engineer, decompile or disassemble the Star\_Student Products. Century Consultants reserves all rights not expressly granted to DOE by this Agreement. DOE will not alter, remove, modify or suppress any confidentiality legends or proprietary notices placed on or contained within the Star\_Student Products and expressly agrees not to circumvent, or knowingly permit third parties to circumvent, any security or other protections within the Star\_Student Products.

**6. Third Party Infringement.** Century Consultants reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Star\_Student Products.

#### **ACCEPTANCE OF GRANT OF RIGHTS**

For State of Tennessee:

\_\_\_\_\_  
Name Title

Date: \_\_\_\_\_

For Century Consultants, Ltd.:

\_\_\_\_\_

Date: \_\_\_\_\_